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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
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28875	7590	05/05/2006	EXAMINER	
Zilka-Kotab, PC P.O. BOX 721120 SAN JOSE, CA 95172-1120			MILEF, ELDA G	
			ART UNIT	PAPER NUMBER
			3628	

DATE MAILED: 05/05/2006

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary	Application No.	Applicant(s)	
	09/879,683	SCHWEITZER, LIMOR	
	Examiner	Art Unit	
	Elda Milef	3628	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --
Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) Responsive to communication(s) filed on 21 March 2006.
- 2a) This action is **FINAL**. 2b) This action is non-final.
- 3) Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) Claim(s) 1-29 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) Claim(s) _____ is/are allowed.
- 6) Claim(s) 1-29 is/are rejected.
- 7) Claim(s) _____ is/are objected to.
- 8) Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) The specification is objected to by the Examiner.
- 10) The drawing(s) filed on 21 March 2006 is/are: a) accepted or b) objected to by the Examiner.
 Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
 Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) All b) Some * c) None of:
 1. Certified copies of the priority documents have been received.
 2. Certified copies of the priority documents have been received in Application No. _____.
 3. Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413) |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | Paper No(s)/Mail Date: _____ |
| 3) <input checked="" type="checkbox"/> Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)
Paper No(s)/Mail Date <u>1/23/2006</u> . | 5) <input type="checkbox"/> Notice of Informal Patent Application (PTO-152) |
| | 6) <input type="checkbox"/> Other: _____ |

DETAILED ACTION

Claim Rejections - 35 USC § 102

The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless -

(b) the invention was patented or described in a printed publication in this or a foreign country or in public use or on sale in this country, more than one year prior to the date of application for patent in the United States.

1. Claims 1-2, 4-14, 16-27 are rejected under 35 U.S.C. 102(b) as being anticipated by Egendorf (US Patent No. 5,794,221).

Re claim 1: Egendorf discloses:

(a) receiving information utilizing a network, wherein the information includes an Internet Protocol (IP) address of a user and an amount of payment due ("This exchange may include identifying information relating to the customer, such as the customer's Internet address, information relating to the products or services to be purchased, including the transaction amount...")-see col. 5, lines 22-25;

(b) identifying an account using at least a portion of the information ("an exchange of transactional information

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occurs between the customer and the vendor. This exchange may include identifying information relating to the customer such as the customer's Internet address...")-see col. 5, lines 20-26;

(c) administering payment for the payment due by billing against the account ("These agreements provide that the provider will bill the customer for goods and services purchased by them over the Internet. The billing will be done to billing accounts established in connection with the agreements. The billing accounts can be, for example, credit card accounts, telephone accounts, cable television accounts, on-line services accounts, or bank accounts. The accounts need not be with the provider if the provider has a billing agreement in place with the party with whom the account was established.")-see col. 5, lines 1-10.

Re claim 2: Egendorf discloses:

wherein a site sends the information in response to the user carrying out a transaction using the site.(" When

the customer orders a product or service over the Internet from a vendor, transactional information transmitted between the customer and the vendor is also transmitted to the provider.")- see Abstract.

Re claim 4: Egendorf discloses:

wherein the steps are carried out by a network service provider.-see Abstract ("Internet access provider").

Re claim 5: Egendorf discloses:

further comprising the steps of identifying user data based on the received information, and sending the user data to the site.-see col. 5, in particular lines 31-37, and Figs. 2 & 3.

Re claim 6: Egendorf discloses:

wherein the user data includes shipping information. -see col. 4, lines 1-6.

Re claim 7: Egendorf discloses:

further comprising the step of requesting permission from the user prior to sending the user data to the site.
(" A provider establishes an agreement with a customer, and a second agreement with a vendor, wherein the provider agrees with the customer and the vendor to bill for products and services purchased over the Internet by the customer form the vendor.")- see col. 2, lines 11-15, and cols. 2-4.

Re claim 8: Egendorf discloses:

the step of limiting the administration of payment based on a rule. ("Which accounts are used may be specified in the agreements made between the provider and the customer and between the provider and the vendor, or may be specified in the transactional information. If specified in the transactional information, the selection of account can be made by referencing the type of account (e.g., "VISA", "phone bill"), or the position of that account on a predetermined list (e.g., "the 3rd account"), and does not require that any actual account numbers be transmitted.")-see col. 2, lines 29-37.

Re claim 9: Egendorf discloses:

further comprising the step of collecting a fee from the site. ("The provider then bills the transaction amount to the customer and remits a portion of the transaction amount to the vendor, keeping the differential as a fee for providing the service")-see Abstract, and col. 4, lines 18-22.

Re claim 10: Egendorf discloses:

wherein the fee is a percentage of the payment due.-see col. 4, lines 18-22 and Abstract.

Re claim 11: Egendorf discloses:

wherein the account is a debit account.-see col. 2, lines 58-65, col. 3, lines 42-47.

Re claim 12: Egendorf discloses:

wherein the steps are carried out by a financial institution offering credit with credit cards in conjunction with a network service provider. ("Provider 2 can then send verifying information to one or both of the customer and vendor to indicate that the transaction has been approved, if approval of a third party, such as a credit card company, is required.") - see col. 5, lines 36-39.

Re claims 13-14, 16-24: Further a computer program product would have been necessary to perform the method of previously rejected claims 1-2, 4-12 and are therefore rejected using the same art and rationale.

Re claim 25: Further a system would have been necessary to perform the method of previously rejected claim 1 and is therefore rejected using the same art and rationale.

Re claim 26: Egendorf discloses:

(a) providing a link to a site on a network where a business transaction is occurring ("The provider creates access to the internet for the customer through the provider's equipment") - see col. 2, lines 19-21, col. 5, lines 11-16;

(b) receiving information from the site at a third party location during the transaction, wherein the information includes an Internet Protocol (IP) address of a user and an

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amount of payment due (" In step 14, the transactional information is obtained by provider 2. The communication can be a separate transmission by the vendor or the customer to provider 2, or provider 2 can extract the information form the exchange of information taking place between the customer and the vendor through equipment of provider 2. Provider 2 can then send verifying information to one or both of the customer and vendor to indicate that the transaction has been approved, if approval of a third party, such as credit card company, is required. Most importantly, the entire transaction takes place without the need of communicating the customer's credit card or other account number over the Internet 1.")-see col. 5, lines 30-42;

(c) identifying an account using at least a portion of the information ("This exchange may include identifying information relating to the customer, such as the customer's Internet address, information relating to the products or services to be purchased, including the transaction amount...")-see col. 5, lines 22-25;

(d) identifying whether any rules are associated with the account ("A provider establishes an agreement with a customer, and a second agreement with a vendor, wherein the provider agrees with the customer and the vendor to bill for products and

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services purchased over the Internet by the customer from the vendor. Associated with the customer agreement are one or more billing accounts which purchases may be charged.")-see col. 2, lines 12-17 and ("The billing will be done to billing accounts established in connection with the agreements")-see col. 5, lines 3-5;

(e) conditionally administering payment for the payment due by billing against the account in accordance with any identified rules ("The billing will be done to billing accounts established in connection with the agreements")-see col. 5, lines 3-5, and col. 2;

(f) identifying shipping information based on the received information ("If the vendor wishes, the vendor may verify with the provider that the address supplied by the customer for shipment of the goods...")-see col. 4, lines 1-10;

(g) sending the shipping information to the site ("the vendor may verify with the provider that the address supplied by the customer for shipment...has been authorized")-see col. 4, lines 1-10;

(h) receiving compensation from the site ("the provider charges the transaction amount to the agreed account of the customer and remits the agreed portion of the amount to the

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vendor, keeping the differential as the provider's charge for making the service available.")-see col. 4, lines 18-22.

Re claim 27: Egendorf discloses wherein the information is received from a combination of the user and a site, where the information is received from the site in response to the user carrying out a transaction using the site ("Once connected to the Internet, the customer can interface with any one of vendors...When one of customers 4.1-4.n makes the decision to order a product or service from one of vendors 5.1-5.n, 6.1-6.n and 8.1-8.n, in step 13 an exchange of transactional information occurs between the customer and the vendor... In step 14, the transactional information is obtained by provider 2. The communication can be a separate transmission by the vendor or the customer to provider 2, or provider 2 can extract the information from the exchange of information taking place between the customer and the vendor through equipment of provider 2")-see col. 5 lines 11-36, also see col. 2

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

2. Claims 3, 15 are rejected under 35 U.S.C. 103(a) as being unpatentable over Egendorf in view of Stewart (Stewart, John. *Connecting with Confidence*. Web Techniques. San Francisco: Apr 2000. Vol. 5, Iss. 4; pg. 84, 4 pgs.

Re claim 3: Although Egendorf refers to identifying information relating to a customer such as an internet address - see col. 5, lines 22-23, Egendorf does not specifically disclose wherein the information further includes port numbers. It is well known in the art as evidenced by Stewart, that port numbers are a way to identify a specific process to which an internet message is to be forwarded when it arrives at a server. ("The rules are simple: Control which machines (using IP addresses) can talk to one another on what services [using

network port numbers].")-see p. 3, para. 2. Therefore, it would have been obvious to one having ordinary skill in the art at the time the invention was made to include identifying a transaction by using a port number, as was taught by Stewart in order to control the transfer of information over the Internet.

Re claim 15: Further a computer program would have been necessary to perform the method of previously rejected claim 3 and is therefore rejected using the same art and rationale.

3. Claims 28 and 29 are rejected under 35 U.S.C. 103(a) as being unpatentable over Egendorf.

Re claim 28: Egendorf discloses linking the information with a corresponding account -see col. 6 lines 14-35, col. 2 lines 9-67, and col. 5 lines 1-10.

Egendorf does not explicitly disclose wherein the account is identified utilizing a database. Official notice is taken that it is old and well known in the art of computer science that databases are used to hold records which are to be searched, sorted, recombined, and analyzed. A database is a file composed of records and as such, it would be obvious that the information pertaining to the payment accounts specified by the customer through an agreement with the vendor and/or the provider as disclosed by Egendorf would be held in a database.

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Therefore, it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify Egendorf to specifically disclose using a database as is old and well known in order to facilitate the process of records management and eliminate the need for the customer to enter and transmit account information over the Internet.

Re claim 29: Egendorf discloses:

where the user gives permission (agreement) for the payment to be administered col.4 line 67-col. 5 line 10, col. 6 lines 13-35,

and in response to the user giving the permission, providing the site with a confirmation a number and a shipping address of the user and providing the user with the confirmation number-see col. 5 lines 18-41, col. 4 lines 1-10, col. 3 lines 4-17.

Egendorf does not explicitly disclose providing a uniform resource locator (URL) link to the user from a site which gives permission for the payment to be administered. Official notice is taken that it is old and well known in the art of Internet e-commerce that a URL is an address for a resource on the Internet. A URL specifies the protocol to be used in accessing the resource and as such is used to access a web page, a server, a path to a resource such as an HTML

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document or a file on that server. It would have been obvious to one having ordinary skill in the art to modify Egendorf to explicitly disclose a URL link in order to access a server that has payment instruction as is old and well known in order to provide the user with a quick method of payment.

Response to Arguments

4. Applicant's arguments filed 3/21/2006 have been fully considered but they are not persuasive.

Re claims 1, 13, 25,26: In response to applicant's argument that the Egendorf reference does not teach using at least a portion of the Internet Protocol (IP) address of a user, etc. to identify any information, let alone, an account, in the manner particularly claimed by applicant. In response to applicant's argument that the references fail to show certain features of applicant's invention, it is noted that the features upon which applicant relies (i.e., using at least a portion of an Internet Protocol (IP) address of a user) are not recited in the rejected claim(s). Although the claims are interpreted in light of the specification, limitations from the specification are not read into the claims. See *In re Van Geuns*, 988 F.2d 1181, 26 USPQ2d 1057 (Fed. Cir. 1993). Claims 1, 13, 25 and 26 recite the limitations "wherein the information includes an

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Internet Protocol (IP) address of a user and an amount of payment due" and "identifying an account using at least a portion of the information" [emphasis added]. The claim limitations do not state "using at least a portion of an Internet Protocol (IP) address of a user" as argued by the applicant. Furthermore, Egendorf does disclose the claimed limitations ("This exchange may include identifying information relating to the customer, such as the customer's Internet address [Internet Protocol (IP) address], information relating to the products or services to be purchased, including the transaction amount [amount of payment due]")-see col. 5, lines 22-25.

Re claim 5: In response to the applicant's continued argument regarding the suggestion that Egendorf does not suggest "identifying an Internet Protocol (IP) address of a user and amount of payment due", please see response above. Furthermore, Egendorf discloses the claimed limitation: "further comprising the steps of identifying user data based on the received information, and sending the user data to the site" -see Egendorf, col. 5 lines 31-37 as pointed out in the office action p. 6, ("In step 14, the transactional information [user data based on the received information] is obtained by provider 2. The communication can be a separate transmission [sending]

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by the vendor or the customer to provider 2, or provider 2 can extract the information from the exchange of information taking place between the customer and the vendor [site] through equipment of provider 2. Provider 2 can then send verifying information to one or both of the customer and vendor to indicate that the transaction has been approved, if approval of a third party, such as credit card company, is required." Also, the applicant's attention is directed to fig. 2 ("Connect Customer to Internet" 12 and "exchange transactional information"-13) and Fig. 3 ("Customer connects to Internet"-22 and "exchange transactional information" -23).

Re claim 7: In response to the applicant's argument that Egendorf does not suggest "requesting permission from the user prior to sending the user data to the site", the applicant's attention is directed to col. 2, lines 11-15 as stated in the office action p. 6, wherein Egendorf discloses ("A provider establishes an agreement with a customer, and a second agreement with a vendor, [requesting permission from the user] wherein the provider agrees with the customer and the vendor to bill for products and services purchased over the Internet by the customer from the vendor.") Furthermore, the applicant's attention is directed to Figs. 2 and 3 of Egendorf, wherein flowcharts are disclosed and step 11, ("Establish agreements

between provider and customers and between provider and vendors") occurs prior to connecting customer to the Internet, and prior to exchanging transactional information between the customer and the vendor.

Conclusion

5. THIS ACTION IS MADE FINAL. Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

The prior art made of record and not relied upon is considered pertinent to applicant's disclosure.

Ahuja, Vijay. *Secure Commerce on the Internet*. Academic Press, Inc. 1997, pp. 235-239.- Cited for its reference to E-commerce and the Internet, URL, and hyperlink.

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Any inquiry concerning this communication or earlier communications from the examiner should be directed to Elda Milef whose telephone number is (571)272-8124. The examiner can normally be reached on Monday -Thursday 8:30 am to 4:30pm.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Hyung Sough can be reached on (571)272-6799. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).



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